

FILED: NEW YORK COUNTY CLERK 07/06/2020 09:36 PM

NYSCEF DOC. NO. 1

INDEX NO. 652918/2020

RECEIVED NYSCEF: 07/06/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
LEE GODREY and YUN JAE CHUNG,

Plaintiffs,

-against-

CHUBB INSURANCE, LTD. and THE CHUBB
CORPORATION,

Defendant.
-----X

Index No.: 652918/2020
Date Purchased: 07/06/2020

Plaintiffs designate New York
County as the place of trial.

SUMMONS

YOU ARE HEREBY SUMMONED to answer the Verified Complaint in this action and to serve a copy of your answer, or, if the Verified Complaint is not served with this Summons, to serve a notice of appearance, upon the plaintiffs, LEE GODFREY and YUN JAE CHUNG, by their attorneys, RUSSO & TONER, LLP, within twenty (20) days after the service of this Summons, exclusive of the date of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

This is an action seeking declaratory judgment.

Dated: New York, New York
July 6, 2020

Yours, etc.
RUSSO & TONER, LLP

David S. Gould

David S. Gould, Esq.
Attorneys for Plaintiff
LEE GODREY and
YUN JAE CHUNG
33 Whitehall Street, 16th Floor
New York, New York 10004
T: (212) 482-0001
F: (212) 482-0002
R&T File No.: 747.098

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Chubb Insurance, Ltd.
1133 Avenue of the Americas
34th & 35th Floors
New York City, NY 10036
(212) 703-7000
Fax: (212) 703-7009

Chubb Insurance, Ltd.
Long Island
333 Earle Ovington Blvd.
Suite 210
Uniondale, NY 11553-3644
(516) 745-8200
Fax: (516) 745-8498

The Chubb Corporation
202 Halls Mill Road
Whitehouse Station, New Jersey 08889

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
LEE GODFREY and YUN JAE CHUNG,

Index No.:

Plaintiffs,

VERIFIED COMPLAINT

-against-

CHUBB INSURANCE, LTD. and THE CHUBB
CORPORATION,

Defendant.

-----X

Plaintiffs, LEE GODFREY and YUN JAE CHUNG, by their attorneys, RUSSO & TONER, LLP, as and for their Verified Complaint, herein allege as follows:

1. That at all times, hereinafter mentioned, the plaintiffs, LEE GODFREY and YUN JAE CHUNG (hereinafter "GODFREY and CHUNG"), were residents of the State of New York, and for purposes of this Complaint and action, citizens of New York and subject to those jurisdictional regulations governing service of process.

2. That at times relevant hereto, the defendant, CHUBB INSURANCE LTD. (hereinafter, "CHUBB") was and still is a foreign corporation organized and existing under and by virtue of the laws of one or more States of the United States and doing business in the State of New York.

3. That at times relevant hereto, the defendant, THE CHUBB CORPORATION (hereinafter also, "CHUBB") was and still is a foreign corporation organized and existing under and by virtue of laws of one or more States of the United States and doing business in the State of New York.

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4. That at all times, relevant hereto, CHUBB was and is duly licensed by the Insurance Department of the State of New York and was and is in the business of issuing various policies of insurance.

5. This action is brought for declaratory relief and ancillary relief pursuant to CPLR § 3017(b).

6. That upon information and belief, CHUBB issued policy no.: 13298330-06, effective May 16, 2016, to the plaintiffs, GODFREY and CHUNG, for the purpose of homeowner insurance. A copy of the policy of insurance issued to the plaintiffs by CHUBB is annexed hereto as **Exhibit "A"**.

7. Among the properties covered by the insurance was a property located at 170 5th Avenue, Apartment 7, New York, New York.

8. At no time since CHUBB's policy was issued and at no time relevant to the issues raised by this action were plaintiffs in default of any of its obligations as the insured under said policy.

9. That on or about June 15, 2016 there was a flood at the property located at 170 5th Avenue, Apartment 7, New York, New York.

10. That on or before June 15, 2016, said policy of insurance was in full force and effect, issued for the benefit of the plaintiffs-the insureds.

11. That on or about March 4 and 5, 2017, there was a flood at the property located at 170 5th Avenue, Apartment 7, New York, New York.

12. That on or before March 4 and 5, 2017, said policy of insurance was in full force and effect, issued for the benefit of the plaintiffs-the insureds.

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13. That there is an underlying action entitled Zale Contracting, Inc. v. Lee Godfrey and Yun Jae Chung; Lee Godfrey and Yun Jae Chung v. VIP Fire Sprinkler, Inc. a/k/a VIP Fire Protection, Inc., under the Index No.: 652584/2019, venued in the Supreme Court, New York County (the "Zale Action"). A copy of that Complaint from plaintiff, Zale Contracting, Inc., in the underlying action is annexed hereto as **Exhibit "B"**.

14. That the plaintiff in the underlying action, Zale Contracting, Inc., alleges breach of contract, and contends that the defendants in that action, GODFREY and CHUNG, failed to compensate Zale Contracting for the value of renovations rendered by Zale, in an amount estimated to be \$280,456.00 within an apartment unit at 170 Fifth Avenue, New York, New York.

15. That CHUBB issued a policy of insurance to the plaintiffs in this action, GODFREY and CHUNG, under policy number, 13298330-06, and that, upon information and belief, said policy of insurance issued by CHUBB provided for homeowner insurance coverage to the plaintiffs, GODFREY and CHUNG.

16. That despite owing insurance coverage and defense to GODFREY and CHUNG in the underlying Zale Action, CHUBB rescinded the initial agreement to defend and indemnify the plaintiffs, in contravention of the terms and conditions of the policy of insurance that CHUBB issued to the plaintiffs. Previously, the named-defendant, CHUBB, had referred the matter in the underlying action to the law firm of Eustace, Prezioso & Yapchanyk, staff counsel to CHUBB.

17. Pursuant to correspondence dated September 16, 2019, Eustace, Prezioso & Yapchanyk, without warning and without motion, withdrew as counsel via a letter and not a proper Order to Show Cause, for the plaintiffs-the insureds, reflecting the determination of the named-defendant, CHUBB.

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18. On or about November 18, 2019, Russo and Toner, LLP. were retained by the plaintiffs, Godfrey and Chung, at their own expenses, to defend the Zale action. Since that time, GODFREY and CHUNG have incurred legal expenses owing to Russo and Toner, LLP that are continuing despite the fact that CHUBB has a duty to defend and indemnify them under their homeowner's policy, policy number 13298330-06.

19. That the purpose of this instant action, is to determine and establish the rights and legal relations of all parties hereto by reason of the matters heretofore alleged.

AS AND FOR A FIRST CAUSE OF ACTION
(BAD FAITH)
AGAINST DEFENDANT CHUBB INSURANCE, LTD.

20. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs "1" through "19," with the same force and effect as though more fully set forth herein at length.

21. The claims alleged in the Zale action fall within the coverage of the CHUBB Policy.

22. CHUBB failed to agree to defend and indemnify plaintiffs in the underlying Zale action.

23. In failing to defend GODFREY and CHUNG in the Zale action, although demanded, and repudiating its obligations to indemnify under the subject policy, CHUBB put its own financial interest above those of its insured and breached the contract of insurance.

24. As a result of the foregoing bad faith actions, plaintiffs are now exposed to incurring additional and consequential attorney's fees, expert's fees, and other defense expenses plus are subject to a potential judgment against them equal to or exceeding the amount of coverage due solely to the declination of defense and indemnification by CHUBB in the underlying Zale action.

25. Plaintiffs, seek relief by way of declaratory judgment that CHUBB acted in bad

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faith, is obliged to provide plaintiffs with a complete defense and indemnification coverage in connection with the Zale action and must reimburse the plaintiffs for defense costs and associated costs in this action and the Zale action, including the cost of defense counsel chosen by plaintiffs.

26. Unless the respective rights of plaintiffs and defendant are declared by this Court, plaintiffs will be deprived of the benefits and protection provided for it under the policy.

27. Plaintiffs have no adequate remedy at law because it will continue to be damaged in amounts not presently ascertainable.

AS AND FOR A SECOND CAUSE OF ACTION
(DECLARATORY JUDGMENT – DUTY TO INDEMNIFY)
AGAINST DEFENDANT CHUBB INSURANCE, LTD.

28. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs “1” through “27” with the same force and effect as though more fully set forth herein at length.

29. Although the claims alleged in the underlying Zale action fall within the insurance provisions of CHUBB’S policy of insurance and despite the fact that plaintiffs have complied with any conditions precedent, CHUBB has failed to agree to indemnify plaintiffs for any damages that may be assessed against plaintiffs in the underlying Zale action.

30. The failure of CHUBB to agree to indemnify plaintiffs in the underlying Zale action, although demanded and originally provided and subsequently rescinded, constitutes a breach of contract.

31. As a result of the potential exposure to which plaintiffs are exposed, due to CHUBB’S failure to agree to indemnify them, plaintiffs seek relief, by way of declaratory judgment, that CHUBB is obliged to provide plaintiffs with indemnification coverage, if necessary in connection with the underlying Zale action.

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AS AND FOR A THIRD CAUSE OF ACTION
(BREACH OF CONTRACT)
AGAINST DEFENDANT CHUBB INSURANCE, LTD.

32. Plaintiffs, GODFREY and CHUNG, repeat and reiterate each and every allegation contained in paragraphs “1” through “31” as more fully set forth at length herein.

33. This action is brought for declaratory relief and ancillary relief pursuant to CPLR § 3017(b).

34. That, upon information and belief, CHUBB, and/or its legal agents, servants, or employees issued a homeowner coverage policy to the plaintiffs, policy no. 13298330-06 with effective policy date of May 16, 2016 (the “CHUBB Policy”).

35. That, upon information and belief, the plaintiffs, were the named insureds in said CHUBB Policy.

36. That, pursuant to the CHUBB Policy, CHUBB has a current duty to defend, indemnify, and provide insurance coverage to the plaintiffs for all risks within the scope of the CHUBB Policy coverage, including, but not limited to, the alleged subject incidents of June 15, 2016, March 4 through 5, 2017 and the Zale Action.

37. That the allegations contained in the Zale Action state a cause of action within the scope of the coverage duly provided by the CHUBB Policy issued by CHUBB, or its legal agents, servants, or employees, the plaintiffs here in that occurrence and damages are alleged to have occurred during the CHUBB Policy period.

38. That, despite the demand, CHUBB has repudiated its undeniable, primary obligation to defend and indemnify the plaintiffs, GODFREY and CHUNG, in the Zale Action or provide a copy of its governing policy of insurance, that would justify the withdrawal of aid and representation in the Zale Action, and the retraction of counsel by Eustace, Prezioso & Yapchanyk.

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39. That, by reason thereof, the plaintiffs herein have been deprived of a defense and insurance coverage with respect to the Zale Action and, as a result of said wrongful and impermissible denial and/or refusal, RUSSO & TONER, LLP is now providing a defense to plaintiffs with respect to the Zale Action at their own expense. The plaintiffs will incur further and anticipated financial burden(s) associated with the defense in the Zale Action encompassed by the CHUBB Policy coverage, by incurring the fees and expenses of the defense, in association with the plaintiffs' current counsel, RUSSO & TONER, LLP.

40. That plaintiffs have suffered and will continue to suffer damages, harm, and prejudice by virtue of the failure of the defendant, CHUBB, to provide insurance coverage pursuant to the insurance set forth above, including, but not limited to, the cost, expenses, and attorneys' fees of defending the breach of contract action in the Zale Action.

41. That the wrongful refusal and/or denial to defend or indemnify the plaintiffs constitutes a material breach of the aforementioned policy and contract.

42. That, by reason thereof, the plaintiffs have been wrongfully denied a defense in the Zale Action and RUSSO & TONER, LLP, has been obligated to assume the burden of representation, and the plaintiffs now must unnecessarily devote resources, associated with the defense of the Zale Action; and the plaintiffs will be subject to further and prolonged damages in the amount of the recovery and/or judgment in the Zale Action.

43. That based on the insurance obligations incumbent on CHUBB under the CHUBB Policy, CHUBB is obligated to defend and indemnify the plaintiffs in the Zale Action.

44. That the plaintiffs are entitled to reimbursement for all expenses, costs, fees, and judgment(s) incurred by the plaintiffs, in defending against the claims asserted by Zale

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Contracting, Inc., in the Zale Action, and thus, CHUBB is required to defend and indemnify the plaintiffs in the Zale Action pursuant to the CHUBB Policy.

WHEREFORE, the plaintiffs, LEE GODFREY and YUN JAE CHUNG, demand judgment declaring:

- (a) On the First Cause of Action against CHUBB, for declaratory relief, a declaration that CHUBB acted in bad faith, is obliged to provide plaintiffs with defense and indemnification, and/or otherwise provide insurance coverage in the Zale action; and
- (b) On the Second Cause of Action against CHUBB for declaratory relief, a declaration requiring CHUBB to indemnify plaintiff, in the Zale action;
- (c) On the Third Cause of Action directing CHUBB to pay for plaintiffs' legal counsel of their choosing and to reimburse plaintiffs for all legal fees incurred to date and all continuing amounts representing the costs incurred by plaintiff for their legal costs in the defense in the Zale action due to CHUBB placing the plaintiffs in a defensive posture regarding coverage as well as indemnifying for any judgments or settlements; and
- (d) For such other and further relief as to this Court may deem just and proper.

Dated: New York, New York
July 6, 2020

Respectfully submitted,
Russo & Toner, LLP.

David S. Gould
David S. Gould, Esq.
Attorneys for Plaintiffs
LEE GODFREY and YUN JAE
CHUNG

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33 Whitehall Street, 16th Floor
New York, New York 1004
T: (212) 482-0001
F: (212) 482-0001
R&T File No.: 747.098

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ATTORNEY VERIFICATION

DAVID S. GOULD, an attorney duly admitted to the practice of law before the Courts of the State of New York, hereby affirms the following under the penalties of perjury:

I am a partner of the law firm of RUSSO & TONER, LLP, attorneys for the Plaintiff's LEE GODREY and YUN JAE CHUNG.

I have read the foregoing Complaint and know the contents thereof, and that same is true to the best of my own knowledge, except as to the matters therein stated to be alleged on information and belief.

Affirmant further states that the source of his information and the grounds of his belief, as to all matters therein not stated upon his knowledge, are a review of the file maintained in this matter and communications with clients.

Affirmant further states that the reason why this verification is made by your affirmant and not by said plaintiffs is that said plaintiffs do not reside with the County of New York, the county wherein your affirmant has his office.

Dated: New York, New York
July 6, 2020

David S. Gould
David S. Gould

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Masterpiece®**Commission Statement****Name and address of producer**PRIME COVERAGE CORP.
1 HUNTINGTON QUAD #1N11
MELVILLE, NY 11747**Page 1**Effective date 5/16/16
Policy no. 13298330-06
Issued by Executive Risk Indemnity Inc
Policy period 5/16/16 to 5/16/17
Subproducer number 000**Name and address of insured**YUN JAE CHUNG
LEE GODFREY
141 5TH AVE. APT 4AB
NEW YORK, NY 10010**Commission Rates**

The following chart shows how your commission rate and commission were determined. This policy is a company billed policy.

	Property covered	Premium	Rate of commission	Amount of commission	Amount due Chubb
Homes and Contents	NEW YORK, NY	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	NEW YORK, NY	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	PARKLAND, FL	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	PARAMUS, NJ	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
Workers' Compensation	PARAMUS, NJ	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
Current Commission Rate			[REDACTED]		
Total		\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]

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Masterpiece®**Premium Summary**

YUN JAE CHUNG
LEE GODFREY
141 5TH AVE. APT 4AB
NEW YORK, NY 10010

Page 1
Effective Date 5/16/16
Policy no. 13298330-06
Policy period 5/16/16 to 5/16/17
Producer name PRIME COVERAGE CORP.

We are pleased to enclose your Chubb Masterpiece Policy, which includes an annual premium savings of \$517 as listed below.

This chart shows at a glance what coverages you have and the related premiums.

	Property covered	Coverage	Premium
Homes and Contents	RENTAL AT 141 5TH AVE. APT 4AB NEW YORK, NY	LIABILITY	\$ [REDACTED]
	CONDOMINIUM AT 170 5TH AVE APT 7 NEW YORK, NY	CONTENTS, LIABILITY, ADDITIONS AND ALTERATIONS	\$ [REDACTED]
	HOUSE AT 6546 NORTHWEST 80TH DR PARKLAND, FL	LIABILITY	\$ [REDACTED]
	HOUSE AT 45 THISTLE DR PARAMUS, NJ	LIABILITY	\$ [REDACTED]
Total Premium			\$ [REDACTED]

Your policy includes a Coverage Summary and policy provisions that explain your coverage in more detail.

Chubb Masterpiece provides many different credits for home, valuable articles, automobile and excess liability coverages. We recommend that you contact your agent or broker for an annual review to ensure that your coverages, policy limits and available credits are accurate and meet your personal insurance needs.

Your policy provides the following annual premium credits for the coverages listed below:

Your homeowners premium was reduced by \$517 as a result of one or more credits.

You will receive a separate Personal Insurance Statement that will outline the schedule of premium amounts and the due dates. If an endorsement during the policy period changes the amount of premium due, you will receive a revised Personal Insurance Statement.

If you choose one of our convenient installment plans, your payments will be slightly higher than the premium shown above because of the small service charge.

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Effective date 5/16/16

Policy no. 13298330-06

Name YUN JAE CHUNG

LEE GODFREY

We appreciate your business. Since 1882, personal service and comprehensive coverages have been the hallmarks of the Chubb Group of Insurance Companies.

Thank you for Insuring through Chubb.

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*Masterpiece®***PRIVACY NOTICE**

At Chubb, we respect the privacy of our customers and are committed to treating your personal information responsibly. Chubb has been serving the insurance needs of our customers for more than a century. To provide innovative products and services that respond to your insurance needs, Chubb collects certain personal information about you. This Privacy Notice describes how we collect, share and protect your personal information and applies to current and former customers. Key points include:

- We do not sell your personal information to anyone.
- We do not share your personal information with other companies that would use it for their own marketing purposes.
- We use safeguards to protect your personal information from unauthorized access, use or disclosure.
- We require employees and service providers to maintain the confidentiality of your personal information.
- We engage in limited information sharing practices that are permitted by law without requiring an opt out option to permit customers to limit personal information sharing and therefore no action is required by you.

What Personal Information Do We Collect?	<p>Chubb collects personal information about you and the members of your household to conduct business operations, provide customer service, offer new products and satisfy legal and regulatory requirements. The type of personal information we collect depends on the financial product or service you have with us. We may collect the following categories of information about you:</p> <ul style="list-style-type: none"> • Information from you directly or from your agent, broker or automobile assigned risk plan, including information from applications, worksheets, questionnaires, claim forms or other documents (such as name, address, driver's license number, Social Security number and amount of coverage requested); • Information about your transactions with us, our affiliates or others (such as products or services purchased, claims made, account balances and payment history); • Information from a consumer reporting agency (such as motor vehicle reports); • Information from other non-Chubb sources (such as prior loss information and demographic information); • Information from visitors to our websites (such as that provided through online forms and collected through other website tools); and • Information from an employer, benefit plan sponsor, benefit plan administrator or group master policyholder for any Chubb individual or group insurance product that you may have (such as name, address and amount of coverage requested). <p>As used in this notice, the term "personal information" means any personally identifiable information about you that is not publicly available and that we obtain in connection with providing a financial product or service to you.</p>
How Do We Use and Disclose Personal Information?	<p>Chubb may use and disclose the personal information we collect to:</p> <ul style="list-style-type: none"> • Service, process or administer our business operations such as underwriting and claims; • Market our products or services; • Detect or prevent fraud; or • Comply with regulatory requirements. <p>The types of affiliated and non-affiliated third parties to whom we may disclose information for processing and servicing transactions include reinsurers, insurance agents or brokers, property and automobile appraisers, auditors, claim adjusters, third party administrators and, in the case of group insurance, employers, benefit plan sponsors, benefit plan administrators and group master policyholders. We may share personal information with our affiliates for their everyday business purposes. Chubb may also disclose personal information as otherwise required or permitted by law. For example, we may disclose information in response to a subpoena or to comply with an inquiry from a government agency or regulator. In addition, information we obtain from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons.</p>

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Do We Share with Service Providers and Other Financial Institutions?	Chubb may disclose personal information to our affiliates and to non-affiliated third parties that perform services for us, such as mailing your billing statements or marketing our products and services. We require companies that perform services for us to agree not to use or disclose your personal information except to perform the services for us. Where permitted by law, Chubb may disclose personal information to other financial institutions with which we have joint marketing agreements that include confidentiality and data safeguarding provisions.
How Do We Protect Personal Information?	Chubb uses administrative, technical and physical safeguards to protect your personal information from unauthorized access, use or disclosure. We limit access to personal information to only those persons who have a legitimate business need to access the information. The people who have access to personal information, including employees of Chubb and its affiliates and non-employees performing business functions for Chubb, are under obligations to safeguard such information.
What About Health Information?	Under certain circumstances, we also collect personal health information about our customers, such as information regarding an accident, disability or injury, for underwriting or claim handling purposes. Chubb does not disclose your personal health information for marketing purposes unless you expressly consent to our doing so.
Can I Opt Out Or Limit Chubb's Sharing?	The law permits certain types of disclosures without requiring an opt out option. Unlike some other companies, we do not disclose your personal information to non-affiliated third parties for their own marketing purposes. We also do not permit Chubb affiliates with whom you are not communicating or do not have any business relationship with to use your information to market to you. We similarly do not share information about your creditworthiness with our affiliates for their everyday business purposes. Because of the limited nature of Chubb's personal information sharing, Chubb is not required by law to offer an opt out option.
What Additional Rights Do I Have?	State law may give you additional rights with regard to your personal information, such as the right to access and correct information we have about you. Please see your policy for a description of such rights or contact our Privacy Office Customer Care Team using the contact information provided below.
What If I Have Questions?	If you have any questions about this notice or our practices with respect to personal information, please contact us by sending an email to privacyinquiries@chubb.com , calling our Privacy Office Customer Care Team at 1-800-258-2930 or mailing Privacy Inquiries, Chubb Group of Insurance Companies, 15 Mountain View Road, Warren NJ 07059.

Chubb Group of Insurance Companies (Chubb) is the marketing name used to refer to the insurance subsidiaries of The Chubb Corporation. This notice is being provided by the following Chubb companies to their consumer customers located in the United States: Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Insurance Solutions Agency, Inc., Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Texas Pacific Indemnity Company and Vigilant Insurance Company. **Last Revised March 2015**

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Masterpiece®**Premium Discount Summary****Name and address of Insured:**

YUN JAE CHUNG
 LEE GODFREY
 141 5TH AVE. APT 4AB
 NEW YORK, NY 10010

Page: 1**Policy no:** 13298330-06**Policy period:** 5/16/16 to 5/16/17

We know that you've worked hard for what you own and want to protect it. We also know that saving money is important to you. You can take advantage of a variety of discounts offered by Chubb. Here is a list of some of the discounts you're already receiving.

You have the power to reduce your premiums.

Your insurance cost could have been **\$7,714** but you took action and received **\$517** in discounts.
 Your premium was reduced to **\$7,197**.

Overview**Your Discount****Homes and Contents**That's a homeowner savings of **\$517**.

Condominium at:

170 5TH AVE APT 7, NEW YORK, NY

- 7% for fire resistive construction
- 4% for being a long-time customer combined with your loss history
- 2.5% since your owned residence has no mortgage or lien

Please note: This document may not reflect all of the discounts you are receiving on your Chubb insurance policy. For a list of all the discounts available from Chubb, visit www.chubb.com/personal and click on "Resources/Discounts".

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*Masterpiece®***Coverage Summary****Name and address of Insured**

YUN JAE CHUNG
LEE GODFREY
141 5TH AVE. APT 4AB
NEW YORK, NY 10010

Page 1**Effective date** 5/16/16**Policy no.** 13298330-06

Issued by Executive Risk Indemnity Inc
a stock insurance company
incorporated in Delaware

Policy period 5/16/16 to 5/16/17

If you have any questions, please contact
PRIME COVERAGE CORP.
1 HUNTINGTON QUAD #1N11
MELVILLE, NY 11747
631.843.0055

This Coverage Summary is part of your policy. **PLEASE READ YOUR POLICY CAREFULLY, INCLUDING THIS COVERAGE SUMMARY, FOR A COMPLETE DESCRIPTION OF YOUR COVERAGES.**

Homes and Contents

Your policy provides coverage against physical loss if your home or its contents are damaged, destroyed, or lost. The kinds of losses that are covered, and any special limits that apply, are explained in detail in the policy.

Address	Dwelling	Contents
CONDOMINIUM AT 170 5TH AVE APT 7 NEW YORK, NY		\$206,000 DELUXE COVERAGE REPLACEMENT COST

The base deductible for each occurrence is \$5,000. We will waive the base deductible for covered losses of more than \$50,000 except for covered losses subject to any special deductibles. Special deductibles include the vacant house deductible, water backup deductible, wind or hail deductible, and earthquake deductible.

Additional coverages or conditions**Additions and alterations**

You have up to \$1,797,100 of Additions and alterations coverage for your residence at 170 5TH AVE APT 7, NEW YORK, NY.

Important notice regarding mold remediation expense limit

You have the standard \$20,000 mold remediation expense limit as described in your policy for the residence at 170 5TH AVE APT 7, NEW YORK, NY. This mold remediation expense limit cannot be increased except upon a renewal of this policy, subject to underwriting acceptance.

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Effective date 5/16/16

Policy no. 13298330-06

Name YUN JAE CHUNG
LEE GODFREY

LiabilityAmount of liability coverage: **\$3,000,000.**

This is the total amount of your liability coverage. It applies to all property for which you have liability coverage, as shown in the following chart.

Your liability coverage covers damages for which you are legally responsible. For each occurrence, we will pay up to the amount of your liability coverage, as explained in your policy.

However, when you have **excess** liability only, we will pay for a covered loss **only** after the loss exceeds the required primary underlying insurance shown in your policy. This applies whether you have other liability coverage provided under a separate policy with us or by another insurance company.

Home	RENTAL AT 141 5TH AVE. APT 4AB NEW YORK, NY	PERSONAL LIABILITY
	CONDOMINIUM AT 170 5TH AVE APT 7 NEW YORK, NY	PERSONAL LIABILITY
	HOUSE AT 6546 NORTHWEST 80TH DR PARKLAND, FL	PERSONAL LIABILITY
	HOUSE AT 45 THISTLE DR PARAMUS, NJ	PERSONAL LIABILITY

As the duly authorized representative of the company my signature validates this policy.



Paul N. Morrissette
Authorized representative

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Masterpiece®**Table of Contents****Name and address of insured**

YUN JAE CHUNG
LEE GODFREY
141 5TH AVE. APT 4AB
NEW YORK, NY 10010

Effective date 5/16/16**Policy no.** 13298330-06

Issued by Executive Risk Indemnity Inc
a stock insurance company
incorporated in Delaware

Policy period 5/16/16 to 5/16/17

If you have any questions, please contact
PRIME COVERAGE CORP.
1 HUNTINGTON QUAD #1N11
MELVILLE, NY 11747
631.843.0055

This table of contents lists your policy provisions. Please attach this table of contents to your policy so you have a current list of your coverages at all times.

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Masterpiece®

Introduction

This is your Chubb Masterpiece Policy. Together with your Coverage Summary, it explains your coverages and other conditions of your insurance in detail.

This policy is a contract between you and us. **READ YOUR POLICY CAREFULLY** and keep it in a safe place.

Agreement

We agree to provide the insurance described in this policy in return for your premium and compliance with the policy conditions.

Definitions

In this policy, we use words in their plain English meaning. Words with special meanings are defined in the part of the policy where they are used. The few defined terms used throughout the policy are defined here:

You means the person named in the Coverage Summary, and a spouse who lives with that person.

Spouse means a partner in marriage or a partner in a civil union recognized under state law.

We and **us** mean the insurance company named in the Coverage Summary.

Family member means your relative who lives with you, or any other person under 25 in your care or your relative's care who lives with you, or a student under 25 in your care temporarily away at school who is a resident of your household.

Policy means your entire Masterpiece Policy, including the Coverage Summary and any Mortgagee's Coverage Summary.

Coverage Summary means the most recent Coverage Summary we issued to you, including any subsequent Coverage Updates.

Occurrence means a loss or accident to which this insurance applies occurring within the policy period. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.

Business means any employment, trade, occupation, profession, or farm operation including the raising or care of animals.

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Masterpiece®**Personal Liability
Coverage**

This part of your Masterpiece Policy provides you with personal liability coverage for which you or a family member may be legally responsible anywhere in the world unless stated otherwise or an exclusion applies.

Payment for a Loss

Amount of coverage

The amount of coverage for liability is shown in the Coverage Summary. We will pay on your behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, vehicles, watercraft or people are involved in the occurrence.

Any costs we pay for legal expenses (see **Defense coverages**) are in addition to the amount of coverage.

Personal Liability Coverage

We cover damages a covered person is legally obligated to pay for personal injury or property damage which takes place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

In lieu of the definition for "occurrence" in the Introduction, the following definition of "occurrence" applies:

"Occurrence" means:

- an accident which begins within the policy period resulting in bodily injury, shock, mental anguish, mental injury, or property damage; or
- an offense first committed within the policy period resulting in:
 - false arrest, false imprisonment, or wrongful detention;
 - wrongful entry or eviction;
 - malicious prosecution or humiliation; or
 - libel, slander, defamation of character, or invasion of privacy,

to which this Insurance applies. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.

In lieu of the definition for "business" in the Introduction, the following definition of "business" applies: "Business" means any employment, trade, occupation, profession, or farm operation including the raising or care of animals or any activity intended to realize a benefit or financial gain engaged in on a full-time, part-time or occasional basis.

A "covered person" means:

- you or a family member;
- any person using a vehicle or watercraft covered under this part of your Masterpiece policy with permission from you or a family member with respect to their legal responsibility arising out of its use;
- any person or organization with respect to their legal responsibility for covered acts or omissions of you or a family member; or
- any combination of the above.

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**Personal Liability
Coverage**

Personal Liability Coverage

(continued)

"Damages" means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

"Personal injury" means the following injuries, and resulting death:

- bodily injury;
 - shock, mental anguish, or mental injury;
 - false arrest, false imprisonment, or wrongful detention;
 - wrongful entry or eviction;
 - malicious prosecution or humiliation; and
 - libel, slander, defamation of character, or invasion of privacy.
- Personal injury does not include the transmission intentionally or unintentionally of any illness, sickness or disease by a covered person to anyone, or any consequence resulting from that illness, sickness or disease.

"Bodily injury" means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

"Property damage" means physical injury to or destruction of tangible property, and the resulting loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.

"Registered vehicle" means any motorized land vehicle not described in "unregistered vehicle".

"Unregistered vehicle" means:

- any motorized land vehicle not designed for or required to be registered for use on public roads;
- any motorized land vehicle which is in dead storage at your residence;
- any motorized land vehicle used solely to service a residence premises shown in the Coverage Summary;
- any motorized land vehicle used to assist the disabled that is not designed for or required to be registered for use on public roads; or
- golf carts.

"Employment discrimination" means a violation of applicable employment discrimination law protecting any residential staff based on his or her race, color, religion, creed, age, sex, disability, national origin or other status according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

"Employment practices crisis" means:

- an allegation of, or your discovery of, a wrongful employment act committed against any residential staff that is reasonably likely to result in a civil action against you or a family member; or
- a threat by any residential staff to disclose publicly that you or a family member committed or allegedly committed a wrongful employment act.

"Reputation management firm" means:

- a professional public relations consulting firm;
- a professional security consulting firm; or
- a professional media management consulting firm.

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Personal Liability Coverage

Personal Liability Coverage

(continued)

"Residential staff" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
- compensated for labor or services directed by you or a family member; and
- employed regularly to work 15 or more hours per week.

Residential staff includes a temporary worker. Residential staff does not include an independent contractor or any covered person.

"Temporary worker" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
- compensated for labor or services directed by you or a family member; and
- employed to work 15 or more hours per week to substitute for any residential staff on leave or to meet seasonal or short-term workload demands for 30 consecutive days or longer during a 6 month period.

Temporary worker does not include an independent contractor or any covered person.

"Wrongful employment act" means any employment discrimination, sexual harassment, or wrongful termination of any residential staff actually or allegedly committed or attempted by you or a family member, while acting in the capacity as an employer, that violates applicable employment law of any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico. "Sexual harassment" as it relates solely to a wrongful employment act means unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that:

- is made a condition of employment of any residential staff;
- is used as a basis for employment decisions;
- interferes with performance of any residential staff's duties; or
- creates an intimidating, hostile, or offensive working environment.

"Wrongful termination" means:

- the actual or constructive termination of employment of any residential staff by you or a family member in violation of applicable employment law; or
- breach of duty and care when you or a family member terminates an employment relationship with any residential staff.

Worker's compensation

We cover all benefits for residence employees required of you or a family member under the New Jersey Workers' Compensation Law. This coverage does not apply to bodily injury arising out of the business pursuits of you or a family member. No other exclusions apply to this coverage.

Employer's liability for residence employees

We will not pay more than \$500,000 for damages you or a family member are legally obligated to pay because of bodily injury to residence employee(s). The bodily injury must be caused by an accident or a disease, and it must arise from and during employment for you or a family member.

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Personal Liability Coverage

Personal Liability Coverage

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This coverage applies only to bodily injury that occurs during the policy period. If the bodily injury is cumulative or due to occupational disease, this coverage applies if the last day that the residence employee was exposed to the hazard causing the injury was during the policy period.

This coverage does not apply to bodily injury arising out of the business pursuits of you or a family member. Nor does it apply to:

- liability assumed under a contract or agreement;
- bodily injury due to disease unless a written claim is made or suit is brought against you or a family member within 36 months after the end of the policy period;
- any obligation under a workers' compensation, unemployment, disability benefits, or similar law; or
- punitive or exemplary damage because of bodily injury to a residence employee who is illegally employed.

No other exclusions apply to this coverage.

Defense coverages

We will defend a covered person against any suit seeking covered damages for personal injury or property damage or for covered damages under Employment practices liability, if Employment practices liability coverage is shown in the Coverage Summary. We provide this defense at our own expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

As part of our investigation, defense, negotiation, or settlement we will pay:

- all premiums on appeal bonds required in any suit we defend;
- all premiums on bonds to release attachments for any amount up to the amount of coverage (but we are not obligated to apply for or furnish any bond);
- all expenses incurred by us;
- all costs taxed against a covered person;
- all interest accruing after a judgement is entered in a suit we defend on only that part of the judgement we are responsible for paying. We will not pay interest accruing after we have paid the judgement up to the amount of coverage;
- all prejudgement interest awarded against a covered person on that part of the judgement we pay or offer to pay. We will not pay any prejudgement interest based on that period of time after we make an offer to pay the amount of coverage;
- all earnings lost by each covered person at our request, up to \$50,000;
- other reasonable expenses incurred by a covered person at our request; and
- the cost of bail bonds required of a covered person because of a covered loss.

These Defense coverages are limited for Employment practices liability as follows:

Our duty to defend you or a family member and our obligation to pay defense expenses ends when we have exhausted the amount of coverage per occurrence for Employment practices liability shown in the Coverage Summary by paying for covered damages from any one occurrence, or exhausted the maximum annual amount of coverage for Employment practices liability shown in the Coverage Summary by paying for covered damages, whichever occurs sooner.

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Personal Liability Coverage

Personal Liability Coverage

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In jurisdictions where we may be prevented by local law from carrying out these Defense Coverages, we will pay only those defense expenses that we agree in writing to pay and that are incurred by you.

Extra Coverages

In addition to covering damages and defense costs, we also provide other related coverages. These coverages are in addition to the amount of coverage for damages and defense costs unless stated otherwise. Exclusions to this coverage are described in **Exclusions**.

Medical payments to others

We will pay the necessary medical expenses, up to a total of \$50,000 for each person, for personal injury to anyone **except** you or a family member. This coverage also does not apply to:

- a domestic employee of yours;
- any residential staff of yours; or
- a person employed by you for farm work, who is eligible to receive benefits voluntarily provided or required to be provided under any:
 - workers' compensation;
 - disability benefits;
 - unemployment compensation; or
 - other similar laws.

These expenses must be incurred or medically ascertained within three years of an accident that:

- occurs at a residence covered under this part of your Masterpiece policy, to a person with permission from you or a family member to be there;
- arises from a condition at a residence covered under this part of your Masterpiece policy, or at the steps, driveways or sidewalks immediately adjoining this residence;
- was caused by the activities of a covered person;
- was caused by a domestic employee or any residential employee in the course of his or her employment by a covered person;
- was caused by a person employed by you for farm work in the course of his or her employment; or
- was caused by an animal owned by or in the care of a covered person.

"Medical expenses" includes reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

Damaged property

We cover the replacement cost of other people's property, up to \$25,000 for each occurrence, if the property was damaged or destroyed by a covered person.

"Replacement cost" is the amount required to repair or replace other people's property, whichever is less.

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Personal Liability Coverage

Extra Coverages

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Kidnap expenses

We will pay up to a maximum of \$100,000 for kidnap expenses a covered person incurs solely and directly as a result of a kidnap and ransom occurrence. In addition, we also will pay up to \$25,000 to any person for information not otherwise available leading to the arrest and conviction of any person(s) who kidnaps you, a family member or a covered relative. The following are not eligible to receive this reward payment:

- you or a family member; or
- a covered relative who witnessed the occurrence.

"Kidnap and ransom occurrence" means the actual or alleged wrongful taking of:

- you;
- one or more family members; or
- one or more covered relatives while visiting or legally traveling with you or a family member; from anywhere in the world except those places listed on the United States State Department Bureau of Consular Affairs Travel Warnings list at the time of the occurrence. The occurrence must include a demand for ransom payment which would be paid by you or a family member in exchange for the release of the kidnapped person(s). However, a kidnap and ransom occurrence does not mean the actual or alleged wrongful detention of a covered person or a family member solely on your property.

"Kidnap expenses" means the reasonable costs for:

- a professional negotiator;
- a professional security consultant;
- professional security guard services;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by you or a family member;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred by a kidnapped person within 12 months from that person's release;
- attorneys fees;
- a professional forensic analyst;
- earnings lost by you or a family member.

However, "kidnap expenses" does not include expenses incurred due to any kidnap and ransom occurrence caused by:

- you or a family member;
 - a covered relative;
 - any guardian, or former guardian of you or a family member;
 - any domestic partner, estranged domestic partner, or former domestic partner of you or a family member;
 - any person unrelated to you or a family member who lives with you or has ever lived with you for 6 or more months, other than a domestic employee, residential staff, or a person employed by you for farm work; or
 - a civil authority,
- or any person acting on behalf of any of the above, whether acting alone or in collusion with others.

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Coverage****Extra Coverages**

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"Covered relative" means the following relatives of the person named in the Coverage Summary, or a spouse who lives with that person, or any family member:

- children, their children or other descendants of theirs;
 - parents, grandparents or other ancestors of theirs; or
 - siblings, their children or other descendants of theirs,
- who do not live with you, including spouses or domestic partners of all of the above. Parents, grandparents and other ancestors include adoptive parents, stepparents and stepgrandparents.

Identity fraud

We will pay for a covered person's identity fraud expenses, up to a maximum of \$50,000, for each identity fraud occurrence.

"Identity fraud" means the act of knowingly transferring or using, without lawful authority, a covered person's means of identity which constitutes a violation of federal law or a crime under any applicable state or local law.

"Identity fraud occurrence" means any act or series of acts of identity fraud by a person or group commencing in the policy period.

"Identity fraud expenses" means:

- the costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for reapplying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- earnings lost by a covered person as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- the reasonable attorney fees incurred with prior notice to us for:
 - the defense of a covered person against any suit(s) by businesses or their collection agencies;
 - the removal of any criminal or civil judgements wrongly entered against a covered person;
 - any challenge to the information in a covered person's consumer credit report; and
- the reasonable fees incurred with prior notice to us by an identity fraud mitigation entity to:
 - provide services for the activities described above;
 - restore accounts or credit standing with financial institutions or similar credit grantors and credit agencies; and
 - monitor for up to one year the effectiveness of the fraud mitigation and to detect additional identity fraud activity after the first identity fraud occurrence.

However, such monitoring must begin no later than one year after you first report an identity fraud occurrence to us.

However, "identity fraud expenses" does not include expenses incurred due to any fraudulent, dishonest or criminal act by a covered person or any person acting with a covered person, or by any authorized representative of a covered person, whether acting alone or in collusion with others.

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Personal Liability Coverage

Extra Coverages

(continued)

"Identity fraud mitigation entity" means a company that principally provides professional, specialized services to counter identity fraud for individuals or groups of individuals, or a financial institution that provides similar services.

In addition to the duties described in Policy Terms, Liability Conditions, Your duties after a loss, a covered person shall notify an applicable law enforcement agency.

Credit cards, forgery, and counterfeiting

We cover up to a total of \$10,000 for:

- the legal obligation of you or a family member resulting from:
 - loss or theft of a credit card, bankcard, debit card or their account numbers issued to you or a family member for personal use, provided that all the terms for using the card are complied with;
 - loss caused by theft or unauthorized use of a credit card, bankcard, debit card or their account numbers issued to you or a family member for personal use when used electronically, including use on the Internet, provided that all the terms for using the card are complied with;
- loss to you or a family member caused by:
 - forgery or alteration of checks or negotiable instruments; or
 - acceptance in good faith of any counterfeit paper currency.

"Unauthorized use" means use of your personal credit card, bankcard, debit card or their account numbers without permission from you or a family member.

"Unauthorized use" does not mean use of your personal credit card, bankcard, debit card or their account numbers by your spouse or family member.

All loss resulting from any act or any series of similar or related acts:

- committed by any one person or group of persons acting in concert; or
 - in which any person or group of persons is involved or implicated,
- is considered to be one loss, even if a series of similar or related acts occurs over multiple policy periods.

We provide Defense coverages for any claim or suit seeking covered damages against you or a family member for loss, theft, or unauthorized use of a credit card, bankcard, debit card or their account numbers. We have the option to defend a claim or suit against you or a family member for forgery or counterfeiting. Our obligation to defend any suit seeking covered damages ends when our payment under this coverage equals \$10,000.

In the event of a claim or suit seeking covered damages, you or a family member shall comply with the duties described in Policy Terms, Property Conditions, Your duties after a loss and Policy Terms, Liability Conditions, Your duties after a loss. In addition, you or a family member shall notify the credit card service company or the issuing bank.

Rented or borrowed vehicles

We cover damages a covered person is legally obligated to pay for personal injury and property damage caused by an occurrence during the policy period resulting from a covered person's use of a vehicle:

- rented by; or

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**Personal Liability
Coverage****Extra Coverages**

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- borrowed, furnished to or made available to you or a family member, if the limit of liability shown in the Coverage Summary is \$1 million or more, provided the rental or loan does not exceed 30 days.

We will provide this coverage in excess of any underlying insurance that applies to these damages. If no underlying coverage exists, we will pay total damages up to the limit of liability shown in the Coverage Summary.

This Extra Coverage is not provided when:

- you have coverage provided by an excess or umbrella policy with us or another company;
- you or a family member own a private passenger vehicle, a pickup truck, panel truck or van.

This Extra Coverage does not cover damages a person is legally entitled to receive from the owner or operator of an uninsured or underinsured motorized land vehicle.

Fungi and mold

We cover damages a covered person is legally obligated to pay, up to the amount of coverage for liability shown in your Coverage Summary or \$100,000, whichever is less, for each occurrence, for bodily injury or property damage arising out of mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these. These payments do not increase the amount of personal liability coverage.

Employment practices liability coverage

If Employment practices liability coverage is shown in the Coverage Summary, we provide coverage for Employment practices liability and Reputational injury.

This coverage applies only if on the effective date of any policy period, the number of residential staff does not exceed twelve. However, if after the effective date of any policy period you or a family member employs more than twelve residential staff, we will cover, through the remainder of the policy period, only those twelve residential staff with the longest period of uninterrupted employment in chronological order of hiring at the time of the Employment practices liability coverage occurrence. This condition does not apply to your or a family member's employment of a temporary worker to substitute for any residential staff on leave, performing the same duties for the same or fewer number of hours. It is your duty to advise us as soon as reasonably possible if you or a family member employs more than twelve residential staff at any time during the policy period in order to reduce the possibility of being underinsured.

Employment practices liability. We cover damages you or a family member is legally obligated to pay any residential staff for a wrongful employment act caused by an occurrence when the claim is made or the suit is brought in the United States of America, its territories or possessions, or Puerto Rico, unless stated otherwise or an exclusion applies.

Amount of coverage for Employment practices liability. The maximum amount of coverage for Employment practices liability available for any one occurrence is the amount of coverage for Employment practices liability shown in the Coverage Summary. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims or people are involved in the occurrence.

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Personal Liability Coverage

Extra Coverages

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The maximum annual amount of coverage for Employment practices liability shown in the Coverage Summary is the most we will pay for the sum of all covered damages during the policy period regardless of the number of claims, people, or occurrences.

Deductible. A deductible is that amount we will subtract from the amount of covered damages we pay. The deductible shown in the Coverage Summary for Employment practices liability applies to each Employment practices liability occurrence, unless stated otherwise.

Reputational injury. We cover the reasonable and necessary fees or expenses that you incur for services provided by a reputation management firm to minimize potential injury to the reputation of you or a family member solely as a result of an employment practices crisis caused by an occurrence if:

- the employment practices crisis is reported to us as soon as reasonably possible but not later than 30 days after the employment practices crisis begins; and
 - you obtain approval of the reputation management firm from us before incurring any fees or expenses,
- unless stated otherwise or an exclusion applies. There is no deductible for this coverage.

Amount of coverage for Reputational injury. The maximum amount of coverage for Reputational injury available for any one occurrence is the amount of coverage for Reputational injury shown in the Coverage Summary. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims or people are involved in the occurrence.

The maximum annual amount of coverage for Reputational injury shown in the Coverage Summary is the most we will pay for the sum of all covered damages during the policy period regardless of the number of claims, people, or occurrences.

Condition for Employment practices liability coverage. The following condition applicable to Employment practices liability coverage is in addition to the General Conditions, Liability Conditions, and Special Conditions described under Policy Terms.

If on the effective date of any policy period the number of residential staff exceeds twelve, your eligibility for Employment practices liability coverage will cease as of that date. If Employment practices liability coverage has been provided, it will be cancelled or nonrenewed at the earliest date allowed by law and an appropriate notice of cancellation or nonrenewal will be issued.

Exclusions

These exclusions apply to this part of your Masterpiece Policy, unless stated otherwise.

Motorized land vehicles. We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any motorized land vehicle. This includes any trailers or any watercraft being towed by or carried on any registered vehicle. However, we do cover:

- a golf cart when used:
 - on a golfing facility;

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**Personal Liability
Coverage****Exclusions**

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- to cross roads at designated points in a golfing facility; or
- on roads of your private residential community authorized by the property owners association;
- a toy designed for a child's use that is not subject to motor vehicle registration and is built or modified after manufacture, not to exceed 15 miles per hour on level ground and is not a motorized bicycle, motorized scooter, or moped;
- any other unregistered vehicle designed for recreational purposes when used on:
 - your residence premises;
 - the premises where you are temporarily residing or renting for other than business use; or
 - vacant land owned by you or rented to you.

This exclusion does not apply to any other unregistered vehicle or the Extra Coverage, Rented or borrowed vehicles.

Aircraft. We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft that is rented to, owned by, or in the care, custody or control of a covered person, except a non-owned aircraft chartered with a professional crew by you or on your behalf.

Large watercraft. We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading or towing of any watercraft 26 feet or longer or with more than 50 engine rated horsepower owned or controlled, directly or indirectly, by a covered person, or which is rented by, furnished to, or made available to a covered person for longer than 30 consecutive days. We do cover watercraft being stored even if not listed in the Coverage Summary, unless another exclusion applies.

Hovercraft. We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading or towing of any hovercraft. We do not cover any property damages to hovercraft rented to, owned by, or in the care, custody or control of a covered person.

Motorized land vehicle racing or track usage. We do not cover any damages arising out of the ownership, maintenance or use of any motorized land vehicle:

- during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- on a racetrack, test track or other course of any kind.

Watercraft and aircraft racing or track usage. We do not cover any damages arising out of the ownership, maintenance or use of any watercraft or aircraft during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. This exclusion does not apply to sailboat racing even if the sailboat is equipped with an auxiliary motor.

Unemployment compensation or disability. We do not cover any damages for personal injury for which a covered person may be legally obligated to pay under any unemployment compensation, disability benefits, or similar law.

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Personal Liability Coverage

Exclusions

(continued)

Director's liability. We do not cover any damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organization.

However, we do cover such damages if you or a family member is:

- an officer or member of a board of directors of a homeowner, condominium or cooperative association; or
- not compensated as an officer or member of a board of directors of a not-for-profit corporation or organization, unless another exclusion applies.

Damage to covered person's property. We do not cover any person for property damage to property owned by any covered person.

Damage to property in your care. We do not cover any person for property damage to property of others rented to, occupied by, used by, or in the care of any covered person, to the extent that the covered person is required by contract to provide insurance. But we do cover such damages for loss caused by fire, smoke, or explosion unless another exclusion applies. This exclusion does not apply to property damage to a motorized land vehicle rented to a covered person if the Extra Coverage, Rented or borrowed vehicles applies.

Wrongful employment act. We do not cover any damages arising out of a wrongful employment act. This exclusion does not apply to Employment practices liability coverage if Employment practices liability coverage is shown in the Coverage Summary.

Discrimination. We do not cover any damages arising out of discrimination due to age, race, color, sex, creed, national origin, sexual harassment, or any other discrimination. This exclusion does not apply to Employment practices liability coverage.

Intentional acts. We do not cover any damages arising out of a willful, malicious, fraudulent or dishonest act or any act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person. This exclusion does not apply to Employment practices liability coverage.

Nonpermissive use. We do not cover any person who uses a motorized land vehicle or watercraft without permission from you or a family member.

Business pursuits. We do not cover any damages arising out of business activities or business property in which a covered person has ownership or other interest or is conducted by or on behalf of a covered person or others.

However, we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability, unless another exclusion applies.

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**Personal Liability
Coverage****Exclusions**

(continued)

"Incidental business away from home" is a self-employed sales activity, or a self-employed business activity normally undertaken by persons under the age of 18 such as newspaper delivery, babysitting, caddying, and lawn care. Either of these activities must:

- not yield gross revenues in excess of \$15,000 in any year;
- have no employees subject to any workers' compensation, disability benefits, unemployment compensation, or other similar laws; and
- conform to local, state, and federal laws.

"Incidental business at home" is a business activity, other than farming, conducted by you in whole or in part on your residence premises which must:

- not yield gross revenues in excess of \$15,000 in any year;
- have no employees subject to any workers' compensation, disability benefits, unemployment compensation, or other similar laws; and
- conform to local, state, and federal laws.

"Incidental business property" is limited to the rental or holding for rental, to be used as a residence, of a condominium or cooperative unit owned by a covered person, an apartment unit rented by a covered person, a one or two family dwelling owned by a covered person, or a three or four family dwelling owned by a covered person and occupied by you. We provide this coverage only for premises listed in the Coverage Summary unless the rental or holding for rental is for:

- a residence of yours that is occasionally rented and that is used exclusively as a residence; or
- part of a residence of yours by one or two roomers or boarders; or
- part of a residence of yours as an office, school, studio, or private garage.

"Incidental farming" is a farming activity which meets all of the following requirements:

- is incidental to your use of the premises as your residence;
- does not involve employment of others for more than 1,500 hours of farm work during the policy period;
- does not produce more than \$25,000 in gross annual revenue from agricultural operations;
- and with respect to the raising or care of animals:
 - does not produce more than \$50,000 in gross annual revenues;
 - does not involve more than 25 sales transactions during the policy period;
 - does not involve the sale of more than 50 animals during the policy period.

"Residence premises conditional business liability" is limited to business or professional activities when legally conducted by you or a family member at your residence shown in the Coverage Summary. If there is no other valid and collectible insurance, we provide coverage only for personal injury or property damage arising out of the physical condition of that residence if:

- you do not have any employees involved in your business or professional activities who are subject to any workers' compensation, disability benefits, unemployment compensation, or other similar laws; or, if you are a doctor or dentist, you do not have more than two employees subject to such laws; and
- you are a home day care provider whose annual gross revenues from this activity do not exceed \$5,000, and you do not provide care for six or more individuals.

We do not cover damages or consequences resulting from business or professional care or services performed or not performed.

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Personal Liability Coverage

Exclusions

(continued)

The following exclusion, Contamination, applies only to "incidental farming" as described under the exclusion, Business pursuits.

Contamination. We do not cover any actual or alleged damages arising out of the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover any cost or expense arising out of any request, demand or order to:

- extract pollutants from land or water;
- remove, restore or replace polluted or contaminated land or water; or
- test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants.

However, this exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is sudden and accidental. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke (except smoke from a hostile fire), vapor, soot, fumes, acids, alkalis, chemicals and waste. A "Contaminant" is an impurity resulting from the mixture of or contact of a substance with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

Pursuit or holding of public office. We do not cover any damages arising out of a covered person's pursuit or holding of an elected public office. But we do cover such damages for you or a family member if:

- the annual compensation of the office, whether accepted or not, does not exceed \$20,000; and
- the hours required to perform the duties of the office do not exceed an annual average of 20 hours of work per week during the policy period.

Financial guarantees. We do not cover any damages for any covered person's financial guarantee of the financial performance of any covered person, other individual or organization.

Professional services. We do not cover any damages for any covered person's performing or failure to perform professional services, or for professional services for which any covered person is legally responsible or licensed.

Acts of war. We do not cover any damages caused directly or indirectly by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

Contractual liability. We do not cover any assessments charged against a covered person as a member of a homeowners, condominium or cooperative association. We also do not cover any damages arising from contracts or agreements made in connection with any covered person's business. Nor do we cover any liability for unwritten contracts, or contracts in which the liability of others is assumed after a covered loss.

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**Personal Liability
Coverage****Exclusions**

(continued)

Covered person's or dependent's personal injury. We do not cover any damages for personal injury for any covered person or their dependents where the ultimate beneficiary is the offending party or defendant. We also do not cover any damages for personal injury for which you or a family member can be held legally liable, in any way, to a spouse, a family member, a person who lives with you, or a person named in the Coverage Summary. We also do not cover any damages for personal injury for which a spouse, a family member, a person who lives with you, or a person named in the Coverage Summary can be held legally liable, in any way, to you or a family member.

However, we do cover damages for bodily injury arising out of the use of a motorized land vehicle for which you or a family member can be held legally liable to a spouse, a family member, or a person named in the Coverage Summary, or for which a spouse, a family member, or any other person named in the Coverage Summary can be held legally liable to you or a family member to the extent that coverage is provided under this part of your Masterpiece policy.

Liability for dependent care. We do not cover any damages for personal injury for which a covered person's only legal liability is by virtue of a contract or other responsibility for a dependent's care.

Fungi and mold. We do not cover any actual or alleged damages arising out of mold, the fear of mold, or any consequences resulting from mold or the fear of mold, other than as provided under the Extra Coverage, Fungi and mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

Liability for the acts of others. We do not cover any person for damages arising from:

- any entrustment of property;
- the failure to supervise or the negligent supervision of any person; or
- any parental or ownership liability.

This exclusion applies only to damages arising out of the ownership, maintenance or use of any motorized land vehicle, watercraft 26 feet or longer or with more than 50 engine rated horsepower, aircraft, or hovercraft.

This exclusion does not apply to:

- the Extra Coverage, Rented or borrowed vehicles; or
- any other coverage provided under an exclusion in this part of your policy.

Nuclear or radiation hazard. We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

The following exclusions, Malicious or criminal acts and Special exclusions, apply solely to Employment practices liability coverage.

Malicious or criminal acts. We do not cover any damages arising out of a willful, malicious, or criminal act or omission by any person whether or not the injuries or damages are actually intended, expected, or foreseeable by a reasonable person. But we do cover such damages if the act was intended to protect people, unless another exclusion applies.

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**Personal Liability
Coverage**

Exclusions

(continued)

Special exclusions. We do not cover the following:

- matters which may be deemed uninsurable according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico under which the policy is construed;
- occurrences arising out of the breach of an actual or implied written or oral agreement related to employment;
- costs incurred to comply with any order, grant, or agreement to provide non-monetary relief; or
- occurrences arising out of any actual or alleged violation of any of the responsibilities, obligations, or duties imposed by the Consolidated Omnibus Budget Reconciliation Act, Employment Retirement Income Security Act of 1974, Fair Labor Standards Act (except the Equal Pay Act), state wage payment and collection laws, Federal Insurance Contributions Act, Immigration Reform and Control Act of 1986, National Labor Relations Act, Occupational Safety and Health Act, Social Security Act, Workers' Adjustment and Retraining Notification Act, including any amendments to these laws, promulgated rules, or regulations or any provisions of any similar federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

FILED: NEW YORK COUNTY CLERK 03/02/2020 05:22 PM

INDEX NO. 652988/2020

NYSCEF DOC. NO. 3

RECEIVED NYSCEF: 03/02/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

ZALE CONTRACTING INC.

Plaintiff

LEE GODFREY and YUN JAE CHUNG

Defendants

-----X

SUMMONS

INDEX #

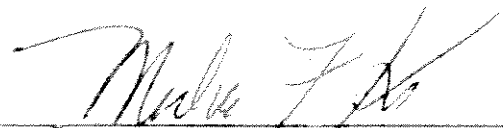
FILED:

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above entitled action and to serve a copy of your Answer on the plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

The basis of the venue designated in this action is the residence of the plaintiff.

Dated: May 2, 2019
Brooklyn, New York



MICHAEL F. KING, ESQ.
Attorney for Plaintiff
256 93rd St., 1st Fl.
Brooklyn, NY 11209
718-238-2021

TO: Lee Godfrey
170 Fifth Avenue, Unit 7
New York, NY 10010

Yun Jae Chung
170 Fifth Avenue, Unit 7
New York, NY 10010

FILED: NEW YORK COUNTY CLERK 05/08/2020 05:28 PM

NYSCEF DOC. NO. 3

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RECEIVED NYSCEF: 05/08/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
ZALE CONTRACTING INC.

Plaintiff

VERIFIED COMPLAINT

INDEX #

LEE GODFREY and YUN JAE CHUNG

FILED::

Defendants
-----X

Plaintiff, complaining of the Defendants by its attorney, MICHAEL F. KING, respectfully alleges:

JURISDICTION: Plaintiff designates NEW YORK COUNTY as venue based on Defendants' residence and situs of contract performance.

FIRST: That at all times hereinafter mentioned, Plaintiff was and is a domestic corporation located in Queens County, City and State of New York doing business as a general contractor in building construction, decoration, and alteration.

SECOND: That upon information and belief, Defendants LEE GODFREY and YUN JAE CHUNG are residents of New York County and the owners of a condominium apartment known as No. 7, [APARTMENT] in The Sohmer Piano Building Condominium, [CONDOMINIUM] located at 170 Fifth Avenue, New York, 10010.

THIRD: On or about April 4, 2016, defendants retained the Plaintiff as general contractor to provide selective demolition of portions of the subject premises and for masonry work to enlarge windows and doors, remodeling of the kitchen, flooring, and sundry carpentry, as is more particularly set forth in its proposal, denominated Proposal 2016-8, [AGREEMENT] dated April 4, 2016 and addressed to Andrew Pollock Architect, PC., for the sum of \$1,334,985.42.

FOURTH: Prior to the commencement of work pursuant to the AGREEMENT Plaintiff was advised by The CONDOMINIUM that VIP Fire Sprinklers, Inc. [VIP] on information and belief, a domestic corporation, having its principal place of business located at 700 Columbia Street, Brooklyn, NY., was reconstructing the sprinkler system for the entire building [CONDOMINIUM] as required by the NYC Building Code as amended, and that all work on the sprinkler system located in the [APARTMENT] was to be done by VIP as well.

FIFTH: In accordance with the advisement from the CONDOMINIUM management to the Plaintiff referenced above, VIP was retained by the Plaintiff to install new sprinkler heads and piping to include testing of the system, all for an estimated cost of \$20,875.00.

FILED: NEW YORK COUNTY CLERK 03/08/2019 05:28 PM

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NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/08/2019

SIXTH: On March 5, 2017 at approximately 4 A.M. the water tight integrity of the sprinkler system located in the APARTMENT failed causing extensive damage to portions of the APARTMENT, to wit: extensive damage to the newly installed flooring, subflooring, insulation, and window frames.

SEVENTH: On information and belief, VIP Fire Sprinklers had been performing work on the aforementioned system on or about the date of occurrence.

EIGHTH: On information and belief, at the date and time of the occurrence, VIP had not completed installation and testing of the sprinkler system located in the APARTMENT.

NINTH: At the date and time of the occurrence described above, a majority of the work that plaintiff had been hired to perform had been completed. The failure of the sprinkler system set the job back by a considerable margin and caused Plaintiff to engage in additional work to perform under all terms of the contract with the Defendant.

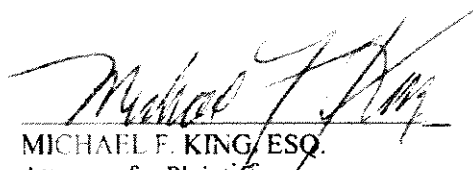
TENTH: In order to complete the work as required, Plaintiff, with defendants' knowledge and approval, proceeded to repair the damage caused by the failure of the sprinkler system as a necessary condition precedent to completion of the renovation project.

ELEVENTH: Plaintiff removed water damaged construction materials, while simultaneously purchasing and installing new materials per the original terms of the contract. The cost of the materials and the labor involved amounted to \$280,456.00

TWELFTH: Defendants have refused to pay any portion of the \$280,456.00, to the detriment of the Plaintiff and resulting in unjust enrichment benefiting the Defendant.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, in the amount of \$280,456.00, plus interest thereon from the date of March 5th, 2017.

Dated: Brooklyn, NY
May 2, 2019


MICHAEL F. KING/ESQ.
Attorney for Plaintiff
256 93rd St., 1st Fl.
Brooklyn, NY 11209
718-238-2021

FILED: NEW YORK COUNTY CLERK 03/02/2020 09:22 PM

INDEX NO. 652928/2020

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/02/2020

VERIFICATION

STATE OF NEW YORK

ss:

COUNTY OF QUEENS

ZBIGNIEW ZALEWSKI, being duly sworn deposes and says:

That he is President of ZALE CONTRACTING INC. "Zale"
the Corporation named in the within action;

That he has read the foregoing Complaint, he knows the
contents thereof, and that the same is true to his own knowledge
except as to matters therein stated to be alleged upon information
and belief, and as to those matters he believes it to be true;

Deponent further says that the reason this Verification
is made by Deponent and not by Zale is because the said Zale is a
Domestic Business Corporation organized under the laws of New York
State and Deponent is an Officer thereof, to wit: President.

ZALE CONTRACTING INC.

BY: _____

Zbigniew Zalewski, President

Sworn to before me this
29th day of April, 2019

Juan A. [Signature]
Notary Public

DIANE MARIE HUDSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HU6146657
Qualified in Queens County
Commission Expires May 22, 2022

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INDEX NO. 652988/2020

NYSCEF DOC. NO. 1

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Index No.

Year 2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**_____
ZALE CONTRACTING INC.,

Plaintiff.

-against-

LEE GODFREY and YUN JAE CHUNG,

Defendant (s)**SUMMONS & VERIFIED COMPLAINT**

Signature (Rule 130-1.1-a)

Michael F. King, Esq.
Attorney for Plaintiff
Office and Post Office Address
256- 93rd Street 1st Fl.
Brooklyn, NY 11209
(718) 238-2021

To

Attorney (s) for

Service of a copy of the within

is hereby admitted.

Dated:

Attorney (s) for _____

Sir: Please take notice

NOTICE OF ENTRYThat the within is a (certified) copy of a
Clerk of the within named court on

duly entered in the office of the

NOTICE OF SETTLEMENTThat an order
Settlement to the HON

At

on the

of which the within is a true copy will be presented for
One of the judges of the within named court,
day of . at M.

Dated:

Yours, etc.
MICHAEL F. KING, ESQ.
Attorney for Plaintiff
Office and Post Office Address
256 93rd Street 1st Fl.
Brooklyn, NY 11209
(718) 238-2021

To:

Attorney for:

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----X
LEE GODREY and YUN JAE CHUNG

Plaintiff/Petitioner,

- against -

Index No.652918/2020

CHUBB INSURANCE LTD. and THE
CHUBB CORPORATION

Defendant/Respondent.
-----X

**NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)**

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

● **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

● **If you are not represented by an attorney:**

You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

**Information for Attorneys
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

1) immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile ; or

2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: nyscef@nycourts.gov).

Dated: 7/17/2020

David S. Gould

Name

Russo & Toner, LLP

Firm Name

33 Whitehall Street, 16th Floor

New York, New York 10004

Address

(212) 482-0001

Phone

dgould@russotoner.com

E-Mail

To: Chubb Insurance Ltd.

333 Earle Ovington Boulevard, Suite 210
Uniondale NY 11553

2/24/20

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
LEE GODREY and YUN JAE CHUNG

Plaintiff(s),

- against -

CHUBB INSURANCE LTD. and THE CHUBB CORPORATION

Defendant(s).
-----X

SUMMONS & COMPLAINT

RUSSO & TONER, LLP

Attorneys for Plaintiffs

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T: (212) 482-0001

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R&T File No.: 747.098